

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. PR-HQ-00-10655/0001		3. EFFECTIVE DATE 07/13/00	4. REQUISITION/PURCHASE REQ. NO. PR-HQ-00-10655	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460		CODE	7. ADMINISTERED BY (If other than item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(T)	9A. AMENDMENT OF SOLICITATION NO. PR-HQ-00-10655
				9B. DATED (SEE ITEM 11) 06/21/00
			T	10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(T)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THE DATE AND TIME SPECIFIED FOR RECEIPT OF PROPOSALS REMAINS JULY 25, 2000 AT 3:00 PM ET.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA H. STEARRETT	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENTS TO THE SOLICITATION

1. The Section G clause entitled "ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)" has been modified to eliminate inconsistencies between this and the clause "ORDERING PROCEDURES" found in Section I of the RFP. Only paragraphs (c) & (d) have been modified. The entire text is as follows:

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

Duly warranted Contracting Officers of the EPA Superfund/RCRA Procurement Operating Division, Washington, DC acting within their authority.

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within three (3) working days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within three (3) working days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

2. The Section H clause entitled "LIMITATION OF FUTURE CONTRACTING (ESAT) (EPAAR 1552.209-74) (MAR 1997) ALTERNATE III (MAR 1997) DEVIATION" has been modified to add an omitted word in paragraph (c), all other text remains unchanged. The text is as follows:

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Unless prior written approval is obtained from the cognizant Contracting Officer, the Contractor during the life of this contract agrees it shall not enter into a contract with any firm that has a Contract Laboratory Program (CLP) contract or that has a significant relationship with a CLP contractor. Likewise, unless prior written approval is obtained from the cognizant Contracting Officer, the Contractor during the life of this contract agrees it shall not enter into a contract with any firm that has a Region 1 analytical support contract or has a significant relationship with a contractor providing analytical support to Region 1.

(d) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(f) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(g) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

3. The Section I clause entitled "EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (FAR 52.222-28) (APR 1984)" has been deleted.

4. The Section I clause entitled "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (FAR 52.222-43) (MAY 1989)" has been deleted.

5. The Section I clause entitled "SUBCONTRACTS (FAR 52.244-2) (AUG 1998)" has been deleted.

6. The Section I clause entitled "CLAUSE APPLICABILITY" has been modified to eliminate clause 52.243-1 Changes (Fixed-Price) Alternate III from those clauses applicable to fixed price task orders. The text is as follows:

The following clauses will apply to fixed price task orders issued under this contract:

- 52.228-5 Insurance - Work on a Government Installation
- 52.243-1 Changes (Fixed-Price) Alternate I
- 52.249-2 Termination for Convenience (Fixed-Price)
- 52.249-8 Default (Fixed-Price)
- 52.232-1 Payments

The following clauses will apply only to cost reimbursable task orders issued under this contract:

- 52.216-7 Allowable Cost and Payment
- 52.216-8 Fixed Fee
- 52.222-2 Payment of Overtime Premiums
- 52.232-20 Limitation of Cost
- 52.242-1 Notice of Intent to Disallow Costs
- 52.242-3 Penalties for Unallowable Costs
- 52.242-4 Certification of Final Indirect Costs
- 52.243-2 Changes (Cost-Reimbursable) Alternate I
- 52.244-2 Subcontracts (Cost-Reimbursable)
- 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation
- 52.249-6 Termination (Cost Reimbursable)

7. The Section M clause entitled "EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)" has been modified to move reference to facilities from "Qualifications of Personnel" to "Management Approach," and to revise references from "ESAT Team Manager" to "ESAT Program Manager," no other revisions were made. The text is as follows:

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Proposals will be evaluated using seven major criteria: **Past Performance (20%), Technical Approach (20%), Qualifications of Personnel (20%), Management Approach (20%), Quality Assurance/Quality Control (10%), Corporate Experience (5%), and Small Disadvantaged Business Participation (5%)**. Except as specifically noted all subcriteria within each criterion section will be considered of equal importance.

1. Past Performance

20 POINTS

Offerors will be evaluated on their demonstrated successful past performance of the offeror and any major subcontractors as evidenced by information gathered concerning the identified list of contracts and subcontracts completed during the past three years and those currently in process for similar work: (1) analyzing environmental samples to include chemical, biological, and field testing, (2) performing data validation to include electronic data review/validation and collection and tabulation of data, (3) providing analytical logistical support, (4) providing quality assurance/quality control support, and (5) other task related activities as described in the statement of work. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and other competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort. Past performance of "key personnel," if any, shall not be considered.

The offeror's past performance will be evaluated based on the information obtained through the Past Performance Questionnaire (see Section J which identifies this attachment). However, the Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government.

(Instructions: As discussed in the L Provision entitled "Past Performance Information," offerors shall submit information on the five (5) most recent contracts and subcontracts completed during the past three years and all contracts and subcontracts currently in process for similar work. This should include information on five (5) contracts and subcontracts and may include similar contracts with Federal, State and local governments, as well as commercial businesses. Information should be provided as indicated in the L Provision. Offerors must provide the information requested or affirmatively state that it possesses no relevant directly related or similar past performance. The Government reserves the right not to evaluate or consider for award the entire proposal from an offeror who fails to provide the past performance information or who fails to assert that it has no relevant

directly related or similar past performance.)

NOTE: As discussed in the L Provision entitled "Past Performance Information," if an offeror has no available past performance, a neutral rating of adequate will be assigned for the past performance criteria. The proposal of an offeror with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other offerors.

2. Technical Approach

20 POINTS

The offeror will be evaluated on its technical knowledge, understanding, and approach to the requirements and work envisioned under the contract as demonstrated through its responses to the sample scenarios & pop quiz questions. Responses to sample scenarios are weighted more heavily than those to the pop quiz questions.

3. Personnel Qualifications

20 POINTS

The offeror will be evaluated on the ability of the proposed staff, inclusive of any new hires, subcontractor staff and consultants, to respond to each specific Task Order.

Key Personnel (10) - The offeror will be evaluated on the adequacy of the qualifications and skills of the proposed ESAT Program Manager and other proposed key personnel, including knowledge, experience, and training. The qualifications of the ESAT Program Manager will be evaluated for demonstrated adequacy of: experience in establishing, managing, and controlling large and technically complex projects, including personnel and task management; experience in management of numerous and widespread inter-related activities controlled through a common management information system; and educational background. The skills and qualifications of other proposed key personnel (senior-level (P3) and/or Work Group Leaders) will be evaluated for demonstrated ability to meet contract requirements and to assure technical quality and timeliness of all work.

Staffing (10) - Offers will be evaluated on the adequacy of the proposed labor mix to meet the various requirements of the statement of work. Offers will be evaluated on the adequacy of their staffing plan to effectively meet the requirements of the contract through the roles and responsibilities of their team members. Offers will be evaluated on the demonstrated ability to provide adequate staffing levels, expertise, and facilities to perform all work required under the contract in a timely and effective manner.

4. Management Approach

20 POINTS

Offerors will be evaluated on their approach to planning, organizing, and carrying out contract activities as presented in the SOW to ensure

effective, efficient, timely, and responsive support. Offerors will be evaluated on the demonstrated adequacy of their facilities, management structures, policies, and procedures required to direct the overall contract to ensure responsiveness to EPA requirements, control performance of work, control contract costs, identify and resolve contract schedule variances, and ensure effective communications and problem resolution. Offerors will be evaluated on the adequacy of their management start-up plan for staffing and mobilizing, to include training and ability to meet health and safety requirements, in order to begin working on day one of contract performance. The Offerors will be evaluated on the adequacy of the Management Information System to effectively manage the technical and financial aspects of a project of the magnitude and complexity envisioned by this RFP.

5. Quality Assurance

10 POINTS

Offerors will be evaluated on their demonstrated ability to respond to the Quality Assurance/Quality Control requirements as addressed by the offeror's Quality Management Plan (see Section L and Attachment 2).

6. Corporate Experience

5 POINTS

The offeror, and any subcontractors, will be evaluated on the extent and depth of their relevant management and technical project experience, and anticipating or resolving potential problems during contract performance.

The offerors must demonstrate relevant corporate experience with projects in areas comparable to those in the Statement of Work and which are of a similar magnitude and complexity as the proposed contract. Offerors must demonstrate corporate experience with projects requiring scheduling and coordinating several concurrent tasks; managing multi-contractor arrangements; ensuring the correct mix of resources for any particular task; and ability to efficiently staff projects requiring rapid response, such as field sampling, without affecting on-going tasks. Offerors should describe the corporate support available to this contract if unresolvable technical problems were to be encountered by the on-site contractor staff. Of particular importance is corporate experience and demonstrated abilities in managing contracts and solving technical problems in research settings such as described in the Statement of Work.

7. Small Disadvantaged Business Participation

5 POINTS

Under this factor (or subfactor, if appropriate), offerors will be evaluated based on the demonstrated extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract in each of the authorized and applicable Standard Industrial Classification (SIC)/North American Industry Classification System (NAICS) Major Groups as determined by the Department of Commerce. As part of this evaluation, offerors will be evaluated based on:

- (1) The extent to which SDB concerns are specifically identified to

participate in the performance of the contract;

(2) The extent of the commitment to use SDB concerns in the performance of the contract (enforceable commitments will be weighed more heavily than nonenforceable commitments);

(3) The complexity and variety of the work the SDB concerns are to perform under the contract;

(4) The realism of the proposal to use SDB concerns in the performance of the contract; and

(5) The extent of participation of SDB concerns, at the prime contractor and subcontractor level, in the performance of the contract (in the authorized and applicable SIC/NAICS Major Groups) in terms of dollars and percentages of the total contract value.

8. The attachment entitled "COST PROPOSAL INSTRUCTIONS" has been modified to correct typographical errors in the Cost Schedule Sheets included in the attachment. No other revisions were made to the Attachment. (To save space only the cost sheets impacted have been included here) The text is as follows:

SCHEDULE 1**COST PROPOSAL MODEL****CONTRACT SUMMARY** - All years**COST ELEMENT**

	TOTAL HOURS	TOTAL COST
A. DIRECT LABOR:		
KEY PERSONNEL (AS PROPOSED):		
PROGRAM MANAGER		
NON KEY PERSONNEL: (TO BE DETERMINED BY OFFEROR)		
1. TOTAL PROFESSIONAL LOE		
2. TOTAL CLERICAL/OTHER HOURS (if applicable)		
TOTAL - DIRECT LABOR		
B. FRINGE :(if applicable)		
_____ % (identify base)		
C. LABOR OVERHEAD: (if applicable)		
_____ % (identify base)		
TOTAL - DIRECT LABOR, FRINGE & OVERHEAD		
D. OTHER DIRECT COSTS:		
ODC - RFP SPECIFIED		
ODC - CONTRACTOR PROPOSED		
TRAVEL - RFP SPECIFIED		
E. TEAM SUBCONTRACTORS/SUBCONTRACTORS/ CONSULTANTS		
1.		
2.		
3.		
TOTAL - SUBCONTRACTORS/CONSULTANTS		
F. SUBTOTAL - ESTIMATED COST WITHOUT G&A		
G. G&A EXPENSE: (if applicable)		
_____ % (identify base)		
H. TOTAL ESTIMATED COSTS		
I. FIXED FEE: _____ % (identify base)		
J. TOTAL ESTIMATED COST AND FIXED FEE		

****PLEASE NOTE: THIS COST PROPOSAL MODEL/SCHEDULE SHOULD BE TAILORED TO COMPANY SPECIFIC ACCOUNTING PRACTICES****

SCHEDULE 1A - Base Period**COST PROPOSAL MODEL****CONTRACT SUMMARY - BASE PERIOD - YEARS 1 THROUGH 3****COST ELEMENT**

	TOTAL HOURS	TOTAL COST
A. DIRECT LABOR:		
KEY PERSONNEL (AS PROPOSED):		
PROGRAM MANAGER		
NON KEY PERSONNEL: (TO BE DETERMINED BY OFFEROR)		
1. TOTAL PROFESSIONAL LOE		
2. TOTAL CLERICAL/OTHER HOURS (if applicable)		
TOTAL - DIRECT LABOR		
B. FRINGE :(if applicable)		
_____ % (identify base)		
C. LABOR OVERHEAD: (if applicable)		
_____ % (identify base)		
TOTAL - DIRECT LABOR, FRINGE & OVERHEAD		
D. OTHER DIRECT COSTS:		
ODC - RFP SPECIFIED		
ODC - CONTRACTOR PROPOSED		
TRAVEL - RFP SPECIFIED		
E. TEAM SUBCONTRACTORS/SUBCONTRACTORS/ CONSULTANTS		
1.		
2.		
3.		
TOTAL - SUBCONTRACTORS/CONSULTANTS		
F. SUBTOTAL - ESTIMATED COST WITHOUT G&A		
G. G&A EXPENSE: (if applicable)		
_____ % (identify base)		
H. TOTAL ESTIMATED COSTS		
I. FIXED FEE: _____ % (identify base)		

J. TOTAL ESTIMATED COST AND FIXED FEE

****PLEASE NOTE: THIS COST PROPOSAL MODEL/SCHEDULE SHOULD BE TAILORED TO COMPANY SPECIFIC ACCOUNTING PRACTICES****

SCHEDULE 1.A1

BASE PERIOD - CONTRACT YEAR 1

COST ELEMENT		HOURLY RATE	YEAR 1 BASE PERIOD COST
A.	DIRECT LABOR:	HOURS	
A.	DIRECT LABOR:	64,600	
	<u>KEY PERSONNEL (As proposed):</u>		
	PROGRAM MANAGER		
	NON KEY PERSONNEL: (As proposed)		
	TOTAL - DIRECT LABOR		
B.	FRINGE :(if applicable) _____ % (identify base)		
C.	LABOR OVERHEAD: (if applicable) _____ % (identify base)		
	TOTAL - DIRECT LABOR, FRINGE & OVERHEAD		
D.	OTHER DIRECT COSTS: ODCS - RFP SPECIFIED ODC - CONTRACTOR PROPOSED TRAVEL - RFP SPECIFIED		
E.	TEAM SUBCONTRACTORS/SUBCONTRACTORS/ CONSULTANTS		
	1.		
	2.		
	3.		
	TOTAL - SUBCONTRACTORS/CONSULTANTS		
F.	SUBTOTAL - ESTIMATED COST WITHOUT G&A		
G.	G&A EXPENSE: (if applicable) _____ % (identify base)		
H.	TOTAL ESTIMATED COSTS		
I.	FIXED FEE: _____ % (identify base)		
J.	TOTAL ESTIMATED COST AND FIXED FEE		

****PLEASE NOTE: THIS COST PROPOSAL MODEL SHOULD BE TAILORED TO COMPANY SPECIFIC ACCOUNTING PRACTICES****

SCHEDULE 1.A2**BASE PERIOD - CONTRACT YEAR 2**

COST ELEMENT		HOURLY RATE	YEAR 2 BASE PERIOD COST
A.	DIRECT LABOR:	HOURS	
A.	DIRECT LABOR:	64,600	
<u>KEY PERSONNEL (As proposed):</u>			
PROGRAM MANAGER			
NON KEY PERSONNEL: (As proposed)			
TOTAL - DIRECT LABOR			
B.	FRINGE :(if applicable) _____ % (identify base)		
C.	LABOR OVERHEAD: (if applicable) _____ % (identify base)		
TOTAL - DIRECT LABOR, FRINGE & OVERHEAD			
D.	OTHER DIRECT COSTS: ODCS - RFP SPECIFIED ODC - CONTRACTOR PROPOSED TRAVEL - RFP SPECIFIED		
E.	TEAM SUBCONTRACTORS/SUBCONTRACTORS/ CONSULTANTS		
	1.		
	2.		
	3.		
TOTAL - SUBCONTRACTORS/CONSULTANTS			
F.	SUBTOTAL - ESTIMATED COST WITHOUT G&A		
G.	G&A EXPENSE: (if applicable) _____ % (identify base)		
H.	TOTAL ESTIMATED COSTS		
I.	FIXED FEE: _____ % (identify base)		
J.	TOTAL ESTIMATED COST AND FIXED FEE		

****PLEASE NOTE: THIS COST PROPOSAL MODEL SHOULD BE TAILORED TO COMPANY SPECIFIC ACCOUNTING PRACTICES****

SCHEDULE 1.A3**BASE PERIOD - CONTRACT YEAR 3**

COST ELEMENT		HOURLY RATE	YEAR 3 BASE PERIOD COST
A.	DIRECT LABOR:	HOURS	
A.	DIRECT LABOR:	64,600	
<u>KEY PERSONNEL (As proposed):</u>			
PROGRAM MANAGER			
NON KEY PERSONNEL: (As proposed)			
TOTAL - DIRECT LABOR			
B.	FRINGE :(if applicable) _____ % (identify base)		
C.	LABOR OVERHEAD: (if applicable) _____ % (identify base)		
TOTAL - DIRECT LABOR, FRINGE & OVERHEAD			
D.	OTHER DIRECT COSTS: ODCS - RFP SPECIFIED ODC - CONTRACTOR PROPOSED TRAVEL - RFP SPECIFIED		
E.	TEAM SUBCONTRACTORS/SUBCONTRACTORS/ CONSULTANTS		
	1.		
	2.		
	3.		
TOTAL - SUBCONTRACTORS/CONSULTANTS			
F.	SUBTOTAL - ESTIMATED COST WITHOUT G&A		
G.	G&A EXPENSE: (if applicable) _____ % (identify base)		
H.	TOTAL ESTIMATED COSTS		
I.	FIXED FEE: _____ % (identify base)		
J.	TOTAL ESTIMATED COST AND FIXED FEE		

****PLEASE NOTE: THIS COST PROPOSAL MODEL SHOULD BE TAILORED TO COMPANY SPECIFIC ACCOUNTING PRACTICES****

SCHEDULE 2A - Optional Period

COST PROPOSAL MODEL

CONTRACT SUMMARY - OPTIONAL PERIOD - YEARS 4 THROUGH 5

COST ELEMENT

COST ELEMENT	TOTAL HOURS	TOTAL COST
A. DIRECT LABOR:		

KEY PERSONNEL (AS PROPOSED):

PROGRAM MANAGER

NON KEY PERSONNEL: (TO BE DETERMINED BY OFFEROR)

1. TOTAL PROFESSIONAL LOE
2. TOTAL CLERICAL/OTHER HOURS (if applicable)

TOTAL - DIRECT LABOR

B. FRINGE :(if applicable)
 _____% (identify base)

C. LABOR OVERHEAD: (if applicable)
 _____% (identify base)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

D. OTHER DIRECT COSTS:
 ODC - RFP SPECIFIED
 ODC - CONTRACTOR PROPOSED
 TRAVEL - RFP SPECIFIED

E. TEAM SUBCONTRACTORS/SUBCONTRACTORS/
 CONSULTANTS

- 1.
- 2.
- 3.

TOTAL - SUBCONTRACTORS/CONSULTANTS

F. SUBTOTAL - ESTIMATED COST WITHOUT G&A

G. G&A EXPENSE: (if applicable)
 _____% (identify base)

H. TOTAL ESTIMATED COSTS

I. FIXED FEE: _____% (identify base)

J. TOTAL ESTIMATED COST AND FIXED FEE

****PLEASE NOTE: THIS COST PROPOSAL MODEL/SCHEDULE SHOULD BE TAILORED TO COMPANY SPECIFIC ACCOUNTING PRACTICES****

SCHEDULE 2.A1**BASE PERIOD - CONTRACT YEAR 4**

COST ELEMENT	HOURS	HOURLY RATE	YEAR 4 OPT PERIOD COST
A. DIRECT LABOR:			
A. DIRECT LABOR:	64,600		
<u>KEY PERSONNEL (As proposed):</u>			
PROGRAM MANAGER			
NON KEY PERSONNEL: (As proposed)			
TOTAL - DIRECT LABOR			
B. FRINGE :(if applicable) _____ % (identify base)			
C. LABOR OVERHEAD: (if applicable) _____ % (identify base)			
TOTAL - DIRECT LABOR, FRINGE & OVERHEAD			
D. OTHER DIRECT COSTS: ODCS - RFP SPECIFIED ODCs - CONTRACTOR PROPOSED TRAVEL - RFP SPECIFIED			
E. TEAM SUBCONTRACTORS/SUBCONTRACTORS/ CONSULTANTS			
1.			
2.			
3.			
TOTAL - SUBCONTRACTORS/CONSULTANTS			
F. SUBTOTAL - ESTIMATED COST WITHOUT G&A			
G. G&A EXPENSE: (if applicable) _____ % (identify base)			
H. TOTAL ESTIMATED COSTS			
I. FIXED FEE: _____ % (identify base)			
J. TOTAL ESTIMATED COST AND FIXED FEE			

****PLEASE NOTE: THIS COST PROPOSAL MODEL SHOULD BE TAILORED TO COMPANY SPECIFIC ACCOUNTING PRACTICES****

SCHEDULE 2.A2

OPTIONAL PERIOD - CONTRACT YEAR 5

COST ELEMENT		HOURLY RATE	YEAR 5 OPT PERIOD COST
A. DIRECT LABOR:	HOURS		
A. DIRECT LABOR:	64,600		
<u>KEY PERSONNEL (As proposed):</u>			
PROGRAM MANAGER			
NON KEY PERSONNEL: (As proposed)			
TOTAL - DIRECT LABOR			
B. FRINGE :(if applicable)			
_____ % (identify base)			
C. LABOR OVERHEAD: (if applicable)			
_____ % (identify base)			
TOTAL - DIRECT LABOR, FRINGE & OVERHEAD			
D. OTHER DIRECT COSTS:			
ODCS - RFP SPECIFIED			
ODCs - CONTRACTOR PROPOSED			
TRAVEL - RFP SPECIFIED			
E. TEAM SUBCONTRACTORS/SUBCONTRACTORS/ CONSULTANTS			
1.			
2.			
3.			
TOTAL - SUBCONTRACTORS/CONSULTANTS			
F. SUBTOTAL - ESTIMATED COST WITHOUT G&A			
G. G&A EXPENSE: (if applicable)			
_____ % (identify base)			
H. TOTAL ESTIMATED COSTS			
I. FIXED FEE: _____ % (identify base)			
J. TOTAL ESTIMATED COST AND FIXED FEE			

****PLEASE NOTE: THIS COST PROPOSAL MODEL SHOULD BE TAILORED TO COMPANY SPECIFIC ACCOUNTING PRACTICES****

10. The attachment entitled "TECHNICAL PROPOSAL INSTRUCTIONS" has been modified at paragraph "b. Specific Requirements of the Written Proposal," under criteria 2 "Personnel Qualifications" and 4 "Management Approach." All other text remains unchanged. The text is as follows:

b. Specific Requirements of the Written Proposal**1. Technical Approach**

Submit a copy of the briefing charts that will be used during the oral presentation and a summary of each sample scenario presentation (maximum 3 pages per scenario) as an attachment to the written technical proposal. Briefing charts submitted with the written portion must be photocopies of the view charts used during the oral presentation. Any substitution of charts will adversely affect the evaluation of the oral presentation.

2. Personnel Qualifications

Key Personnel - Provide resumes for "Key Personnel". For each key individual proposed, indicate the percentage of time the person will be able to devote to any resultant contract. The ESAT Program Manager is considered to be a "key person" additionally each offeror should identify other individuals considered key to the success of contract performance. The total number of proposed key personnel shall not exceed five individuals, including the Program Manager. Resumes must demonstrate that proposed personnel possess the qualifications necessary to successfully manage and perform the SOW. Key personnel should be senior people with appropriate credentials, who are capable of providing project management and review. Resumes for key people should provide information regarding education, experience (including dates of employment in each position) scientific or technical accomplishments, and total number of years and months of experience.

Staffing - Submit a Labor Category Mix Matrix for the first year of the contract, demonstrating how you plan to distribute the level of effort among the prime and subcontracting team by labor category. Define the minimum qualifications of each labor category proposed. Discuss how you plan to effectively meet the requirements of the contract through the roles and responsibilities of the team members. Provide a project organization scheme including identification of formal work groups and functional coverage. Demonstrate the ability to provide the required personnel and facilities specified in the RFP, either through in-house personnel or through subcontractors in the make-up of the team. Clearly identify the lead-time after contract award for becoming fully operational. Identify the percentage of personnel currently trained in health and safety procedures so as to be available for task orders early in the contract.

3. Past Performance

See the provision in Section L entitled "Past Performance Information."

4. Management Approach

The offeror shall submit a management plan that describes its approach to

planning, organizing, and carrying out contract activities as presented in the SOW to ensure effective, efficient, timely and responsive support. Discuss your ability to integrate the complex tasks of the SOW to oversee their concurrent implementation, and to resolve potential problems which may occur during contract performance. Provide charts and detailed discussion of the chain-of-command within the corporate structure with respect to the responsibility for the identification and resolution of potential problems during contract performance. Describe the levels of authority delegated to the team manager and other members of the management team. Discuss commitment of corporate management to any subcontractors to the project and to problem identification and resolution. Demonstrate your ability to maintain a high degree of responsiveness to the periodic, unpredictable nature of activities associated with the SOW. Provide information describing quick turn-around responsiveness procedures to critical task orders. Describe your management start-up plan for staffing and mobilizing in order to begin working on day one of contract performance. Discuss and identify what type of office space will be available for the off-site functions at the time of award of the contract. Provide a time-phased chart detailing all activities during project mobilization. Delineate the number of in-house personnel and sub-contractor personnel, the number of new hires by position, and the number of relocations in the mobilization plan. Describe the proposed approach for the following: 1) Training - identify the types of training and appropriate schedules to be provided for in-house staff and subcontractor personnel; and 2) Health and Safety - delineate the corporate health and safety program for protecting employees working on this contract. Demonstrate the adequacy of your Management Information System to effectively manage the technical and financial aspects of a project of the magnitude and complexity envisioned by this RFP. Include a discussion of the accounting system for the project and methods employed to identify and record costs on a site-specific and activity basis. Site-specific cost documentation must be readily retrievable and sufficiently identifiable to enable cross-referencing with payment vouchers for purposes of cost recovery litigation. The accounting system must generate reports and documentation which are consistent with each other. Describe procedures for making corrections of errors in reports.

5. Corporate Experience

Describe your corporate experience (including subcontractors and affiliates) in providing services that are the same or similar to the tasks of the SOW. Demonstrate (including prime contractor, team subcontractors and consultants) experience in managing contracts that are similar to the scope, dollar amount and complexity of this requirement. Demonstrate experience in resolving problems similar in nature to those expected under this contract.

6. Quality Assurance

Quality Assurance/Quality Control (QA/QC) is an essential element of this program. As a part of the proposal, a Quality Management Plan shall be submitted which details how the offeror shall accomplish the QA requirements of the SOW. This Quality Management Plan shall be consistent with the requirements referenced in Attachment 2, Reports of Work, and must address the

following: 1) The offeror's ability to implement a QA program which is consistent with the Agency's QA specifications and 2) an organizational chart showing the QA implementation within the organization.

7. Small Disadvantaged Business Participation

Offerors shall describe in sufficient detail to demonstrate adequacy of SDB participation. See the Provision entitled "Small Disadvantaged Business Participation Evaluation Factor" in Section M of the RFP for requirements.

11. A pre-proposal conference was held at the Region 1 Laboratory on June 30, 2000. The following people were present:

<u>Name</u>	<u>Organization/Phone No.</u>
Hannah Burke	EPA-HQ/OAM 202-564-3446
Anthony Palermo	EPA - REGION I 781-860-4682
Denise DePierro	EPA - REGION I 781-860-4365
Dave McDonald	EPA - REGION I 781-860-4609
Colleen Walling	EPA-HQ/OERR 703-603-8814
Barbara Stearrett	EPA-HQ/OAM 202-564-4496
Allan Levesque	ILS 919-544-4589 x429
Doug Winters	ILS 706-354-5511
Charles Appleby	Mantech Environmental 706-354-5507
Louis Macri	Lockheed Martin 781-275-7904
John Shipman	ETI Professionals (8a) 978-388-3013
Ronald A. Ross	Mantech Environmental 913-531-5134
Rick Carr	Severn Trent 781-455-0653
Bill Andrade	EPA - REGION I 781-860-4333

The following information was covered during the conference:

PRE-PROPOSAL CONFERENCE - June 30, 2000

**Environmental Services Assistance Team - New England Regional Laboratory
(Region 1)**

RFP No.: PR-HQ-00-10655 **Opened:** June 21, 2000 **Closes:** July 25, 2000 3:00 pm

Full and Open Competition

Project Officer: Tony Palermo

NOTHING SAID HERE TODAY AMENDS IN ANYWAY THE SOLICITATION AS WRITTEN -
REVISIONS MUST BE MADE THROUGH AN AMENDMENT - ABSENT THE AMENDMENT THE RFP
STANDS AS CURRENTLY WRITTEN.

The amendment will be posted on the WEB page with the solicitation. Your technical questions need to be sent to me at "stearrett.barbara@epa.gov" by COB July 5th. We expect to issue an amendment by July 13th. I do not

anticipate extending the due date for proposals.

Anticipated Contract Type: Indefinite Delivery/Indefinite Quantity with both fixed & cost reimbursable pricing arrangements allowed. Work will be ordered through negotiated task orders. One award is anticipated.

NOTE: In accordance with FAR 52.215-1 included by reference in Section M - we anticipate award WITHOUT discussion - this means you should present your best offer as your initial proposal

Clauses to Note:

B.1 MINIMUM & MAXIMUM AMOUNTS: Minimum is stated in dollars \$250,000 per ordering period (1 3-yr base and 1 2-yr option) the Maximum is stated in labor hours. YOU ARE BEING ASKED TO PROPOSE BASED ON THE MAXIMUM LOE - The governments most realistic number of hours per year is provided in Section L.

G.16 ACCESS TO GOVERNMENT PROPERTY, SERVICE, AND/OR SPACE - Some space is provided for your use, see Attachment 5. The government furnished space will probably not be adequate for your entire ESAT Team. The successful offeror will be responsible for providing whatever property and facilities are necessary beyond that which is provided by the EPA.

H.2, H.3 & H.4 - All deal with CONFLICTS OF INTEREST - this is important

H.6 - OPTION TO EXTEND THE TERM OF THE CONTRACT

H.7 - OPTIONAL PLACE OF PERFORMANCE - currently it is anticipated that the move to the Chelmsford lab will be made prior to the performance start date of this contract but just in case it doesn't happen on time we've included it as an optional place of performance. The space and equipment provided in that facility will be comparable in size and function to that provided here in Lexington. **(IT IS NOW ESTIMATED THAT THE MOVE TO CHELMSFORD WILL NOT TAKE PLACE UNTIL THE MARCH-APRIL 2001 TIME FRAME (7/14/00))**

H.24 - KEY PERSONNEL - We've only included ONE key person - you are expected to propose up to four (4) additional people as "Key"

SECTION J - Lists all of the Attachments

SECTION K - REPRESENTATIONS & CERTIFICATIONS - Must be completed and submitted with your cost proposal

L.6 - HISTORICAL WORKLOAD INFORMATION

L.9 - ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION - Requires that each offeror submit with its proposal a COI disclosure statement (See also - L.12 OCOI PLAN)

L.10 - PROHIBITION OF CONTRACT LABORATORY PROGRAM CONTRACTORS FROM CONTRACT AWARD

L.15 - INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS - Refers you to RFP attachments 11 & 12

L.16 - GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION - Provide the required information with your Representations and Certifications.

L.18 - PAST PERFORMANCE INFORMATION

L.19- TECHNICAL QUESTIONS - Submit within 3 calendar days of this conference - July 5th

L.21 - SUBMISSION OF QUALITY MANAGEMENT PLAN

L.23 - SUBCONTRACTING GOALS

L.25 - SUBCONTRACTING PROGRAM PLAN

L.27 - SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM

L.32 - ADDITIONAL BID/PROPOSAL SUBMISSION INSTRUCTIONS - There are TWO (2) different addresses for getting your proposals here - One for hand carried such as FEDEX, the other for U.S. Mail - IF YOU ADDRESS YOUR PROPOSAL INCORRECTLY IT WILL NOT GET TO ME IN TIME!!!

M.3 - EVALUATION FACTORS FOR AWARD

ATTACHMENTS 11 & 12 - Provide detailed instructions for preparation of both technical and cost proposals - REMEMBER WE INTEND TO AWARD WITHOUT DISCUSSIONS

12. The following questions were received regarding the solicitation, answers follow each:

Q1. Six copies plus an original have been requested of the technical proposal. How many copies are required of the cost proposal in addition to the original?

A1. Original plus three (3) copies are needed of the cost proposal.

Q2. Clauses G.1. and I.6 are inconsistent regarding the number of days for acknowledgment of receipt of a task order. Please clarify.

A2. Clause G.1 has been amended to correct the inconsistency.

Q3. Clause H.24 "Key Personnel" identifies an "ESAT Program Manager," and in M.3, the term "ESAT Team Manager" is used. Will each offeror's Corporate Program Manager be considered key in addition to the proposed Region 1 Team Manager?

A3. All references to "ESAT Team Manager" have been replaced with "ESAT Program Manager." In the event any references were missed, both terms refer

to the same position. The ESAT Program Manager position is considered key to the success of the contract by EPA. It is up to each offeror to decide what other positions it believes are key to the success and to propose accordingly.

Q4. Clause I.18 Warranty of Services, states that the contractor is required to correct or re-perform defective or nonconforming services at no cost to the government. This offeror understands this clause as excluding the usual review and revision cycle wherein deliverables are reviewed by the Government and the government determines that editorial and other similar revisions are required by the contractor. We further understand this paragraph (c) to exclude the requirement to re-analyze samples due to QC requirements stipulated in the related SOWs and SOPs. Please confirm.

A4. Paragraph (b) of the same clause states:

Notwithstanding inspection and acceptance by the Government or any provisions concerning the conclusiveness thereof, the **Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract.** The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within forty-five (45) days. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or nonconforming services, or (2) that the Government does not require correction or re-performance."

Quality Control requirements of the SOW and SOP's are "requirements of this contract." When asked to propose on a Task Order the contractor should include the cost of complying with the contract and task order requirements, QC or otherwise. Under this clause, if a contractor performs work without following the stated contract requirements then the Government can require the contractor to re-perform without additional cost to the Government due to the non-conformance.

Q5. Provision L.16 "General Financial and Organizational Information" - should this information be included in the Cost Proposal?

A5. Yes

Q6. Provision L.23 "Subcontracting Goals..." - states that the goals shown are "mutually exclusive," in the past the goals for small disadvantaged businesses, women-owned small businesses, and HubZone small businesses have been described as sub-sets of the small business goal. Please clarify.

A6. The subcontracting goals are mutually exclusive as stated. When added together they total 50%.

Q7. There are many recurring reports, either monthly or annually, required throughout the contract, to include reports such as: Monthly Progress Reports, Health & Safety Plans, and Annual Allocation of Non-Site Specific Cost. It is this offeror's understanding that the government intends to task

the contractor to perform these activities as a direct charge to the contract.

A7. The government does not intend to issue a task order for the "management" of this contract. The contractor will need to propose and charge such costs in accordance with its approved accounting system.

Q8. During the Pre-Proposal Conference it was said that the Oral Presentations will be conducted during the week of July 31st. Is it the Government's intent to notify offerors of the orals' schedule during that week or to actually conduct the orals during that week?

A8. The Government intends to notify offeror's of the Oral Presentation schedule by July 27 with the actual presentations taking place the week of the 31st.

Q9. Attachment 12, Part II Oral Presentations, paragraph E. "Presentation Format" states that offeror's are responsible for providing a person to flip the view graphs. Is this person included in the 5-person limitation or can that person be added to facilitate the process of flipping charts?

A9. This person is included in the 5-person limitation.

Q10. Attachment 12, Part II Oral Presentations, paragraph F "Pop Quiz Questions" states responses must be oral and that offerors will have access to government supplied flip charts. If desired can offerors bring blank transparencies and provide responses orally with the transparencies and flip chart being used as visual aids?

A10. No, offerors will have access to the flip chart during the response preparation time; so if desired, flip chart pages can be prepared prior to the actual presentation time.

Q11. May the responses to the Past Performance Questionnaires be e-mailed to B.Stearrett or her designee as an attachment in WordPerfect format? If so, please provide the e-mail address for the designated contact.

A11. No, the responses are to be forwarded to the contracting officer as stated in the RFP.

Q12. Will the following type of costs be direct charge to the contract: (1) preparing task order proposals; (2) implementing the COI Plan; (3) training and other activities necessary to do regional crossover activities; and (4) making revisions to the Quality Management Plan?

A12. Each offeror should propose these types of costs in accordance with their approved accounting system. Regarding costs associated with Regional Crossover type work, the requirements will be fully provided in the Task Order Request for Proposal and, once determined, the contractor should, as previously stated, propose in accordance with its approved accounting system.

Q13. Does the EPA want doubled sided copying used for the technical and cost proposal?

A13. Yes

Q14. Does the ESAT do consolidation of hazardous waste?

A14. No, the EPA handles waste disposal.

Q15. Does ESAT have access to the EPA Local Area Network?

A15. Every ESAT member is provided an EPA LAN mail address, and EPA provides software for off-site access to EPA LAN mail. In addition EPA provides ESAT with limited access to other EPA computer programs and shares directories through EPA provided computers at EPA's facility, consistent with the required work.

Q16. Can ESAT access equipment software/data and generate reports from off-site?

A16. No

Q17. Does ESAT do the culturing and culture maintenance in the Biology Lab?

A17. ESAT does virtually all culturing and maintenance.

Q18. What is the typical sample volume?

A18. Sample work load is variable. Historically during the summer, sample volume is approximately 100 per month for Inorganic analysis and 30-50 per month of Organic analysis.

Q19. Does the EPA provide all necessary equipment to perform Task Area I ANALYTICAL SUPPORT of the Statement of Work?

A19. The EPA will provide all necessary equipment for on-site laboratory work and most equipment for off-site or field work. In the event additional resources are necessary they will be addressed at the task order level.

ALL OTHER TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL REMAIN UNCHANGED.